

**ENGINEERING CONSTRUCTION PHASE  
CONTRACT FOR PROFESSIONAL SERVICES  
FOR  
TREATMENT WORKS**

CITY/TOWN OF \_\_\_\_\_, NEW HAMPSHIRE

This AGREEMENT made and entered into at \_\_\_\_\_ County, New Hampshire, this  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between City/Town of \_\_\_\_\_  
hereinafter called the OWNER, and \_\_\_\_\_  
hereinafter called the ENGINEER.

WITNESSETH:

WHEREAS, the OWNER intends to construct Treatment Works \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

hereinafter called the PROJECT, and

WHEREAS, professional sanitary engineering services will be required for construction administration,  
resident engineering and related services, and

WHEREAS, such services are of a distinct professional nature and hence not subject to the bidding process,  
NOW THEREFORE, in consideration of these premises and of the mutual covenants herein set forth, the  
OWNER hereby employs the ENGINEER to furnish the following engineering services in connection with the  
proposed PROJECT; and it is agreed by and between the OWNER and the ENGINEER as follows:

**I. Services to be Performed by the ENGINEER**

A. Upon execution of this AGREEMENT, the ENGINEER shall proceed with the general administration of construction and full-time inspection by qualified personnel of the contractor's work to assure compliance with the contract documents and any coincident or subsequent changes or change orders for the construction of the treatment works for the (Town/City) of \_\_\_\_\_.

Said services shall include, but shall not necessarily be limited to:

1. General Construction Administration

- a. Updating and modifications of contract documents to meet changed site and project conditions or variations in State or Federal requirements.
- b. Assistance in securing construction bids, conduct bid opening, tabulation and analysis of bids, and recommendation regarding award of contract. A copy of the bid analysis will be furnished to the Department of Environmental Services, Water Division, hereinafter called the DIVISION, and EPA. (Where applicable)
- c. Completion of formal contract documents for the award of contracts.
- d. Checking detail construction, shop and erection drawings submitted by the contractor.
- e. Reviewing laboratory, shop, and mill test reports of materials and equipment.
- f. Preparation of drawings and technical material as required to supplement and/or clarify the contract documents.
- g. Review, verification, and approval of estimates for periodic and final payments to the contractors for submittal to the OWNER and the DIVISION.
- h. Periodic inspection of work and final inspection.

i. Observing and reporting performance and qualifying tests required by specifications.

j. Keeping daily records of construction progress and compiling same into progress reports for submission to the OWNER and DIVISION.

k. Verifying and keeping records of construction items of work accomplished for use as a basis of checking contractors' monthly estimates.

l. Consultation and advise during construction.

m. Determination of need for and preparation of change orders for approval by the OWNER and DIVISION based on conditions found during construction and/or additions or modifications to the work requested by the OWNER and approved by the ENGINEER and the DIVISION and implemented at a price recommended by the ENGINEER as equitable. For change order items exceeding \$10,000, the ENGINEER shall prepare an independent cost estimate.

n. Determination of "equality" for substitution of materials and equipment specified and securing DIVISION approval thereof.

o. Provide and maintain construction control lines and grades. For sewers - offset lines and grade elevations, with cut depths at manholes; at treatment plant and pumping station sites - base lines for layout and benchmarks.

p. Preparation of application, supporting and associated documents for Federal, State, and other grant or loan programs, including monthly reimbursement requests.

q. Preparation of certificate of substantial completion and contract completion.

r. Assist the OWNER in obtaining the required project related approvals of State and Federal agencies.

2. Resident Inspection and Other Special Services

a. The ENGINEER agrees to provide at least one Registered Professional Civil Engineer on the project site and one or more inspectors as necessary (full or part time) to assist the ENGINEER in the work of General Administration as described under I(A) and in observing construction activity for compliance with the contract documents and any associated change orders. The DIVISION shall be notified in writing of the name of the resident engineer, assistant engineers, and construction inspectors, and shall be provided with a brief history of the resident engineer's construction experience. The resident engineer and his inspectors shall be in the employ of and under direct control of the ENGINEER. It is further agreed that failure of the resident engineer to administer the PROJECT to the satisfaction of the DIVISION or OWNER is deemed to be sufficient basis for his removal from the PROJECT and replacement.

b. The ENGINEER agrees to provide supervision of initial start-up and operation and for services during the twelve-month warranty period and to prepare the Project Performance Certification and associated documentation.

c. Preparation of an Operation and Maintenance Manual for approval by the DIVISION. After DIVISION approval, the ENGINEER agrees to supply five (5) sets of the completed manual, one (1) of which will be for the DIVISION.

d. Preparation of record drawings of the work as constructed. Three (3) sets of prints to be furnished, one (1) of which shall be for the DIVISION.

II. The OWNER'S Responsibilities

A. Assist the ENGINEER by placing at his disposal all available information pertinent to the PROJECT, including previous reports and other data relative to the reports.

B. Make provisions for the ENGINEER to enter upon public and private lands, municipal facilities and

industrial establishments as required to perform work under this AGREEMENT.

C. The OWNER also agrees to comply with DIVISION and Federal (Where applicable) requirements as they relate to this project.

III. Compensation to be Paid the ENGINEER

A. Method of Payment Amount of Fee

1. Payment to the ENGINEER, for services rendered, shall be according to the following schedule:

Statements will be rendered (with modifications if necessary) monthly with billing by the hour and rate by labor category with mark-up and incidental expenses in accordance with the attached fee schedule.

2. The OWNER agrees to pay and the ENGINEER agrees to accept for all services under this AGREEMENT, a fee not to exceed

\_\_\_\_\_  
Dollars  
(\$\_\_\_\_\_).

B. Limits of All Payment

1. The ENGINEER further agrees that the following fee for his services under I(A)(1), for Construction Administration on this PROJECT, (exclusive of work performed by resident engineering staff) is adequate to complete the work and shall not exceed

\_\_\_\_\_  
Dollars  
(\$\_\_\_\_\_).

2. Payment to the ENGINEER for resident engineering and other special services shall be as follows:

a. Resident engineering and supporting staff (as agreed to by the OWNER and DIVISION) as described under I(A)(2)(a) for a period of \_\_\_\_\_ working days, an amount not to exceed

\_\_\_\_\_  
Dollars  
(\$\_\_\_\_\_).

\_\_\_\_\_  
Dollars  
(\$\_\_\_\_\_).

D. All documents, including original drawings, design calculations, work sheets, field notes, estimates, and other data shall remain the property of the OWNER; they shall be transmitted to the OWNER in clean and orderly condition on demand by the OWNER; however, these may be left in the possession of the ENGINEER at the OWNER'S discretion.

E. The ENGINEER shall not sublet, assign or transfer any part of the ENGINEER's services or obligations (except special services) under this AGREEMENT without the prior approval and written consent of the OWNER, and the contract shall be binding upon and inure to the benefit of the parties, their successors and assigns.

F. It is further agreed that before any construction is undertaken the ENGINEER will assist the OWNER or his authorized agent in providing the DIVISION with clear documentation certifying that the purchases of land have been secured to provide for location of the treatment works and other associated structures and equipment as shown on the construction plans or described in the specifications. Similar documentation shall be submitted on approvals from the State Highway Department regarding location of the treatment works and other project related facilities within rights-of-way and other lands under its jurisdiction.

G. The ENGINEER also agrees to provide in active residence and full time control at the site of the proposed construction a DIVISION approved registered civil engineer and DIVISION approved inspectors (full time, part time) as needed with the experience and other approved background to assist the ENGINEER in the work of General Administration and to assure contractor's conformance with the plans and specifications and any approved coincident or subsequent changes or change orders related to the PROJECT. The resident registered engineer for the life of this contract shall be

\_\_\_\_\_  
(Name and Address)  
(Append resume describing Candidate's qualifications)

Any Proposed change in the identity of the resident engineer on this PROJECT must first be approved by the DIVISION before transfer of responsibility is made. Additionally, if it is found by the DIVISION that a resident engineer (or inspector) cannot or will not administer the PROJECT in a manner satisfactory to the DIVISION, the ENGINEER agrees to replace him promptly upon receipt of a written request from the DIVISION with a qualified resident engineer who will acceptably administer the PROJECT. It is further agreed that failure of the ENGINEER to abide by the above covenant is sufficient cause for removal from the DIVISION'S Roster of Prequalified Engineers.

## V. Termination

A. The OWNER shall have the right at any time for any reason whatsoever to interrupt or terminate the work required of the ENGINEER under this AGREEMENT, with a seven (7) day written notice of such interruption or satisfaction of the DIVISION and the OWNER, and pursuant to this AGREEMENT. In order that the ENGINEER shall receive payment under termination notice, all plans, drawings, tracings, field notes, estimates, specifications, proposals, sketches, diagrams, and calculations, together with all other materials and data prepared in connection with the PROJECT shall be transmitted to the OWNER in a form acceptable to the OWNER and DIVISION.

IN WITNESS WHEREOF, the parties hereto have affixed their hand and seals at \_\_\_\_\_  
County, New Hampshire, the day, month, and year first above written.

### ENGINEER:

\_\_\_\_\_  
By: \_\_\_\_\_  
(Authorized Representative\*)

Date: \_\_\_\_\_

### OWNER:

\_\_\_\_\_  
By: \_\_\_\_\_  
(Authorized Representative\*)

Date: \_\_\_\_\_

### APPROVED: \*\*

DEPARTMENT OF ENVIRONMENTAL SERVICES  
Water Division

By: \_\_\_\_\_  
(Authorized Representative)

Date: \_\_\_\_\_

\* Signatures should be supported by appropriate document.

\*\* It is agreed that as an act in furtherance of its statutory authority to approve engineering agreements for treatment works, the DIVISION's approval does not impose any contractual obligation or liability on the State of New Hampshire, the Department of Environmental Services or the Division.

Approved as to form:

\_\_\_\_\_  
Town Counsel

At a meeting of the Partners/Directors of \_\_\_\_\_ ,  
held on \_\_\_\_\_ , at which all the Partners/Directors were present, except \_\_\_\_\_  
\_\_\_\_\_, it was

VOTES: That all contracts may be signed by any one of the following:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

A true copy

Attest: \_\_\_\_\_

Place of Business: \_\_\_\_\_

Date of this Contract: \_\_\_\_\_

I hereby certify that I am the Clerk of \_\_\_\_\_ ,  
that \_\_\_\_\_ is the duly elected \_\_\_\_\_ ,  
and that the above vote has not been amended or rescinded and remains in full force and effect as of this date.

\_\_\_\_\_  
Clerk

COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER NH SAG & SRF				Form Approved DES 11/00	
PART I - GENERAL					
1. GRANTEE / LOANEE				2. GRANT/LOAN NO.	
3. NAME OF CONTRACTOR OR SUBCONTRACTOR				4. DATE OF PROPOSAL	
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR (Include ZIP)			6. TYPE OF SERVICE TO BE FURNISHED		
PART II - COST SUMMARY					
7. DIRECT LABOR (Specify labor categories)	HOURS	HOURLY RATE	ESTIMATED COST	TOTALS	
DIRECT LABOR TOTAL:					
8. INDIRECT COSTS (Specify indirect cost pools)	RATE	X BASE =	ESTIMATED COST		
INDIRECT COSTS TOTAL:					
9. OTHER DIRECT COSTS					
a. TRAVEL			ESTIMATED COST		
(1) TRANSPORTATION					
(2) PER DIEM					
TRAVEL COSTS TOTAL:					
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)			QTY	COST	ESTIMATED COST
EQUIPMENT SUBTOTAL:					
c. SUBCONTRACTS				ESTIMATED COST	
SUBCONTRACTS SUBTOTAL:					
d. OTHER (Specify categories)				ESTIMATED COST	
OTHER SUBTOTAL:					
e. OTHER DIRECT COSTS TOTAL:					
10. TOTAL ESTIMATED COST					
11. PROFIT					
12. TOTAL PRICE					

PART III - PRICE SUMMARY									
13. COMPETITOR'S CATALOG LISTINGS, IN-HOUSE ESTIMATES, PRIOR QUOTES (Indicate basis for price comparison)							MARKET PRICE (\$)	PROPOSED PRICE	
PART IV - DIRECT LABOR BY CATEGORY									
14. INSERT THE APPROPRIATE WORK CATEGORY IN THE TABLE BELOW. WORK CATEGORIES WOULD INCLUDE BUT NOT BE LIMITED TO THOSE CATEGORIES SHOWN IN THE CONTRACT DOCUMENTS SUCH AS DESIGN, SURVEY, SUBSURFACE, CADASTRAL, O&M MANUAL, ADMINISTRATION, INSPECTION, RECORD DWGS, START-UP, SPECIAL SERVICES, ETC.									
Work category ➔							Total Hours	Rate	Cost
Project Manager									
Project Engineer									
Staff Engineer									
Resident Inspector									
Draftsman									
Technician									
Clerical									
Total - Direct Labor Cost									